

NCBD 2005 Data Use Agreement Instructions
CAHPS Health Plan Survey Database

Please return by mail or fax a signed copy of this Data Use Agreement by July 1, 2005 to:

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1650 Research Boulevard
RE 130
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NCBD1@westat.com

Once the Data Use Agreement is accepted and signed by the NCBD Management Committee, we will send a copy to you.

NCBD 2005 Data Use Agreement

CAHPS Health Plan Survey Database

This Data Use Agreement (DUA) is made by and between the Management Committee of the National CAHPS[®] Benchmarking Database (NCBD) and

(hereinafter termed "Participating Sponsor"). This DUA specifies the terms and conditions of Participating Sponsor's participation in the NCBD 2005 CAHPS Health Plan Survey Database.

1. The purpose of the NCBD is to facilitate comparisons and benchmarking of health plan, medical group, clinician, and health care facility performance as measured by the CAHPS[®] suite of surveys. The NCBD 2005 CAHPS Health Plan Database is designed to continue and expand this national comparative database through the voluntary participation of survey sponsor organizations that have implemented a CAHPS 3.0 or 2005 CAHPS 3.0H Health Plan Survey.
2. The NCBD is funded by the Agency for Healthcare Research and Quality (AHRQ) and administered by Westat. Duly authorized representatives appointed by these entities comprise the NCBD Management Committee. The NCBD Management Committee will administer the NCBD as it determines in its own discretion, but will on a regular basis seek the advice and counsel of the NCBD Advisory Group established by the NCBD Management Committee to provide oversight and direction for the project.
3. Participating survey sponsor organizations provide their survey data results to the NCBD for analysis and reporting according to the terms specified in this DUA. By agreeing to participate in the NCBD, each Participating Sponsor agrees to make every good faith effort to provide data as specified by the NCBD Management Committee for inclusion in the NCBD (collectively referred to as the "Data"), including:
 - a) A copy of the final survey instrument used for each surveyed population for which data will be submitted to the NCBD;
 - b) Participating Sponsor's final, respondent-level CAHPS 3.0 or CAHPS 3.0H survey data, as collected by an independent survey vendor in accordance with CAHPS 3.0 or CAHPS 3.0H survey specifications, and submitted according to the 2005 CAHPS 3.0H specifications developed by the National Committee for Quality Assurance (NCQA); and
 - c) Selected health plan characteristics data and information related to survey administration.
4. The NCBD will receive from Participating Sponsor a Limited Data Set as defined by the HIPAA Privacy Rules [at 45 CFR 164.514(e)] that excludes direct identifiers of individual respondents but contains some identifying data (such as race and range of age) and therefore is "protected health information", defined and restricted by the HIPAA Privacy Regulation. The NCBD agrees to use the Limited Data Set (LDS) only for the purposes stated in this agreement. The NCBD further agrees to not re-identify any information provided in the LDS, and to not use the information to contact any individual. The NCBD agrees to safeguard the information as required by HIPAA and as specified in Section 5 below, and to report any violations of HIPAA standards or of this agreement as required by HIPAA. All subcontractors to the NCBD will be held to the same standards stated in this agreement.
5. In accordance with the AHRQ confidentiality statute [at 42 USC 299c-3(c)] and the HIPAA privacy and security rules, the NCBD Management Committee agrees to establish appropriate and necessary administrative, technical, and physical procedures and safeguards to protect the confidentiality of the data and to prevent the unauthorized use or access to it.
6. Consistent with the above limitations, the NCBD Management Committee will produce a standard Sponsor Report providing comparisons of Participating Sponsor's plan-specific CAHPS 3.0 or 3.0H survey results to appropriate non-identifying reference norms that have been derived from the NCBD. This report will be provided to Participating Sponsor through electronic media at no charge.
7. Participating Sponsor's data files will be aggregated for comparative purposes along with other participating sponsors' data in the NCBD. Only the NCBD Management Committee and duly authorized representatives appointed by AHRQ will retain access to the source data provided by Participating Sponsor.
8. Consistent with the above cited LDS DUA HIPAA requirements, the NCBD may grant access to Participating Sponsor's data files for health care research purposes approved by the Executive Research Committee (ERC) of the NCBD Advisory

Group, in accordance with the NCBD Data Release Policy. The NCBD Data Release Policy includes the following provisions:

- a) Access to aggregate data files that do not identify individual sponsors or health plans or permit reidentification, may be granted by the ERC without the specific authorization of the sponsors or health plans whose data are included as part of the aggregate data files. These data files may include a variable describing the sponsor type (e.g., Medicaid, public employer, private employer, or health plan).
 - b) Access to sponsor-specific and health plan-specific data files may be approved by the ERC only with the express written authorization of the sponsor or health plan whose data files are requested. Analyses of the data files provided to researchers under these provisions and containing any identifying information, may not be released, disclosed or made public without the express written authorization of all sponsors or health plans who may be identified in the published analysis.
9. Funding for the routine operation of NCBD is provided by AHRQ. This funding enables the NCBD Management Committee to waive Participating Sponsor participation costs, *provided that Participating Sponsor submits data according to the specifications, guidelines, and submission deadlines established by the NCBD.*
10. Participating Sponsor will receive a Sponsor Report at no cost, as described in Section 6 of this agreement, provided that the data submitted by Participating Sponsor are sufficient to produce the Sponsor Report. The NCBD Management Committee will notify Participating Sponsor of any problem with the data submitted within ten (10) working days after the data submission deadline. The NCBD Management Committee will make every good faith effort to work with Participating Sponsor to complete or correct the data submission, but reserves the right to not include incompatible or flawed data in the NCBD. In such an event, the Participating Sponsor will not receive a standard Sponsor Report, but may arrange for more limited custom analyses as indicated in Section 11 below.
11. A separate fee schedule will be developed as needs arise to cover the costs of any custom analyses, technical assistance, and authorized access to data files requested by Participating Sponsor.

The undersigned individual hereby attests that he/she is duly authorized to represent the Participating Sponsor and, in so doing, enters into this Data Use Agreement on behalf of the Participating Sponsor and agrees to all the terms specified herein.

(Name)

(Title)

(Signature)

(Date)

The undersigned individual hereby attests that he/she is duly authorized to represent the NCBD Management Committee Participating Sponsor and, in so doing, enters into this Data Use Agreement on behalf of the NCBD Management Committee and agrees to all the terms specified herein.

Dale V. Shaller
(Name)

NCBD Managing Director
(Title)

(Signature)

(Date)